

Hon. Lauren King

UNITED STATE DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

SCOTT ICEBERG,

Plaintiff,

vs.

LAURIE OLSON, et. al,

Defendants.

No. 2:25-cv-00422-LK

SECOND AMENDED COMPLAINT
FOR DAMAGES, DECLARATORY
RELIEF, AND INJUNCTIVE RELIEF

JURY TRIAL DEMANDED

I. INTRODUCTION

This case concerns the Housing Authority of Snohomish County (“HASCO”), Luke Distelhorst, and Chad Hansen’s, willful and deliberate indifference to Plaintiff’s rights under federal law. First, Defendants repeatedly threatened Plaintiff with termination of Plaintiff’s Section 8 voucher in order to chill Plaintiff’s protected activity under the First Amendment. Defendants then followed through with the threat, and terminated Plaintiff’s voucher in retaliation for, and substantially motivated by, Plaintiff’s protected activity under the First Amendment. Furthermore, Defendants terminated Plaintiff’s voucher without requisite due process. Defendants’ notices were constitutionally and statutorily deficient. Plaintiff was afforded

1 no opportunity to cross-examine adverse witnesses, such as Luke Distelhorst, during the informal
2 hearing. This Court should find that Defendants violated Mr. Iceberg's rights under the First
3 Amendment, and that Defendants violated Mr. Iceberg's procedural due process rights under the
4 Fourteenth Amendment.

6 II. JURISDICTION AND VENUE

7 1. This Court has jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1343, and under 42 U.S.C.
8 §1983.

9
10 2. This Court has supplemental jurisdiction pursuant to 28 U.S.C. §1367 over Plaintiff's
11 state law claims because they are related to Plaintiff's original jurisdiction claims, arise out of a
12 common nucleus of related facts, and are part of the same case or controversy under Article III of
13 the United States Constitution. Plaintiff will attempt to incorporate his claims which sound in tort
14 via an amended complaint after complying with RCW 4.96.

15
16 3. Venue is proper in the Western District of Washington because the claims arise in
17 Snohomish County.

19 III. PARTIES

20
21 4. Plaintiff Scott Iceberg was a resident of Snohomish County, Washington and lived at the
22 Outpost Apartments, located in Arlington, Washington. Plaintiff is now homeless. Plaintiff has
23 been diagnosed with and currently suffers from C-PTSD, Panic Disorder, Major Depressive

1 Disorder, and Ulcerative Colitis. Plaintiff is mentally ill and immune compromised due to
2 disability.

3
4 5. Defendant Housing Authority of Snohomish County is a municipal corporation organized
5 under the laws of Washington State to provide housing for low-income people. Defendant
6 receives federal financial assistance to provide this housing. Defendant Housing Authority of
7 Snohomish County, herein after referred to as "HASCO" administered Plaintiff's Non-Elderly
8 Disabled Section 8 Housing choice voucher, herein after referred to as "voucher".

9
10 6. Defendant Chad Hansen is an attorney for HASCO, who personally participated in the
11 alleged acts and omissions herein. Defendant Hansen promulgates and implements HASCO
12 policies and procedures. Defendant Hansen is sued in his personal and official capacities.
13 Defendant Hansen is a resident of Snohomish County

14
15 7. Defendant Luke Distelhorst is a commissioner for HASCO, who personally participated
16 in the alleged acts and omissions herein. Defendant Distelhorst is sued in his personal and
17 official capacities.

18
19 IV. FACTS

20
21 8. Plaintiff often utilizes the First Amendment to oppose what he perceives to be rampant
22 disability discrimination. This includes, but is not limited to, calling HASCO employees "a piece
23 of shit", emailing HASCO employees, calling HASCO employees, criticizing HASCO for

1 charging \$60 application fees at the Ebey Arms apartment, telling HASCO employees they are
2 the reason so many homeless people exist, indicating his intent to file lawsuits related to matters
3 of public concern, including disability discrimination, the First Amendment, and source of
4 income discrimination, indicating his intent to protest on the public right of way in front of
5 HASCO employee's homes, and freely associating with and communicating with neighbors of
6 HASCO employees.

7
8 9. Plaintiff often petitions and protests government, including government employees, using
9 criticism, commentary, hyperbole, free association, free expression, profanity, vulgarity,
10 annoyance, causing alarm, character assassination, and/or otherwise attempting to be a persistent
11 thorn in the side of government as a means to petition and protest in a free and fair democratic
12 society.

13
14 10. Plaintiff is familiar with his "family obligations" and/or 24 CFR 982.552(c). However,
15 Plaintiff is, and has been, confused and unaware as to what 24 CFR 982.552(c)(viii) means when
16 it states without definition: "has engaged in or threatened abusive...behavior". Mr. Iceberg does
17 not understand what constitutes, and neither federal law, nor federal court jurisprudence, defines,
18 "abusive behavior".

19
20 11. According to Defendant Hansen: ""Abusive behavior is serious. It threatens the health
21 and well-being of others. It's not merely annoying, unpleasant, or difficult behavior.", and
22 "Abusive behavior isn't just merely annoying or disagreeable behavior. It is abuse." This
23 statement, made by Defendant Hansen at an April 4, 2025, informal hearing, where Mr. Hansen

1 acted as both advocate and witness, confuses Plaintiff, and would confuse any person of ordinary
2 intelligence as to what constitutes, or does not constitute, “abusive behavior” as it relates to 24
3 CFR 982.552(c)(viii).

4
5 12. Mr. Iceberg has never threatened the health or well-being of others.

6
7 13. § 982.552(c)(viii) does not provide a person of ordinary intelligence what acts and/or
8 omissions may constitute a violation of § 982.552(c)(viii) and thus warrant termination of a
9 section 8 voucher recipient’s housing assistance.

10
11 14. When Mr. Iceberg questioned Defendant Hansen under oath at an April 4, 2025, informal
12 hearing: “In your opinion, with regard to the specific statute you rely on to terminate my
13 voucher, what constitutes abusive behavior? Defendant Hansen replied: “Threatening
14 individuals, using profanity with individuals. When Mr. Iceberg question Defendant Hansen:
15 “Threatening individuals how?” Defendant Hansen replied: “Threatening individuals with
16 lawsuits, threatening individuals with going to their houses, threatening individuals with talking
17 to their neighbors”

18
19 15. Mr. Iceberg has never “threatened individuals with going to their houses”. Mr. Iceberg
20 has repeatedly indicated his intent to petition and protest on the public right of way outside
21 HASCO employee homes, however.

1 16. When Mr. Iceberg questioned Defendant Hansen under oath at an April 4, 2025, informal
2 hearing: “You said using profanity constitutes abusive behavior under the statute, the CFR,
3 which HASCO is relying on to terminate my voucher. So literally using profanity is something
4 that would cause a person to lose their voucher if they use profanity towards HASCO staff?”
5 Defendant Hansen replied: “That’s correct”.

6
7 17. When Mr. Iceberg questioned Defendant Hansen under oath at an April 4, 2025, informal
8 hearing: “Is contacting a government employee at a personal email protected activity under the
9 First Amendment?” Defendant Hansen replied: “It's not protected activity under the voucher
10 obligations that you agreed to.”

11
12 18. When Mr. Iceberg questioned Defendant Hansen under oath at an April 4, 2025, informal
13 hearing: “Is calling a government employee a piece of shit, protected activity under the First
14 Amendment? I'm asking for your legal opinion as a licensed attorney” Defendant Hansen
15 replied: “I can tell you that regardless of the First Amendment, when you agree to participate in
16 HASCO’s voucher program, you sign an agreement that includes family obligations that you will
17 not engage in abusive or threatening behavior with HASCO staff. In this case, that would include
18 our board members who have no discretion in the day operation.

19
20 19. When Mr. Iceberg questioned Defendant Hansen under oath at an April 4, 2025, informal
21 hearing: “Are HASCO staff government employees?” Defendant Hansen replied: “Yes”. Mr.
22 Iceberg then questioned Defendant Hansen: “In your opinion, under the First Amendment, is it
23 protected activity to use profanity, such as swearing, calling people a piece of shit, directed

1 towards government employees including HASCO staff? Defendant Hansen replied: "Again, as I
2 mentioned earlier, when you entered into the contract..."

3
4 20. When Mr. Iceberg questioned Defendant Hansen under oath at an April 4, 2025, informal
5 hearing: "Is there any other instances of me contacting Mr. Distelhorst, in which I might have
6 engaged in , in your personal or legal opinion, physically threatening and or abusive behavior?
7 Defendant Hansen replied:

8 "My understanding is that I think you probably contacted him or his neighbor, maybe three or
9 four times, I think you emailed him maybe twice, I'm not sure of that exact number. You left a
10 voicemail for him, maybe"

11
12 21. Due to Plaintiff's disability, and medications Plaintiff has taken due to disability,
13 including heavy use of prescribed corticosteroids, in combination with severe stress directly
14 related to many instances of being subject to overt disability discrimination, Mr. Iceberg has
15 suffered, and continues to suffer, intermittently, severe delusions and hallucinations. These
16 delusions and hallucinations started approximately around early January 2025, and continue
17 intermittently.

18
19 22. Mr. Iceberg has an intermittent sincerely held belief that there is an ongoing child abuse
20 network being perpetrated by various high-level Democrats who control the State of Washington.
21 This has become an unshakeable belief for Mr. Iceberg.

1 23. Mr. Iceberg's mental health has worsened significantly since Defendants terminated
2 Plaintiff's voucher, and caused Mr. Iceberg, who is mentally ill, and immune compromised, to be
3 forced to live in his car, without basic access to sanitation.

4
5 24. Stress, for example the stress of having to compose this complaint, causes Mr. Iceberg to
6 slip back into hallucinations and delusions. When Mr. Iceberg focuses on engaging in mitigating
7 measures to manage the substantial limitations imposed by disability, such as stress avoidance,
8 he is not tormented by delusions and hallucinations.

9
10 25. Around approximately February 2024, Plaintiff utilized profanity, as he often does, when
11 communicating with HASCO employees via email.

12
13 26. On February 22, 2024, Defendant Chad Hansen sent Plaintiff the following email:
14 "This email is in response to the four emails I've received from you since my last response to
15 you yesterday afternoon. First, use of profanity or threatening or abusive behavior toward staff is
16 a violation of the family obligations that every voucher holder agrees to when they receive a
17 voucher. Going forward, I expect you not to use profanity in your communications with me or
18 other HASCO staff. With regards to your question about who at HASCO would decide to
19 terminate your voucher, I will refer you to Chapter 12-II of HASCO's Administrative Plan which
20 discusses HASCO's approach to termination of assistance. As mentioned in the response you
21 received from HASCO's public records department, requests for information not kept in records
22 such as employee names performing specific tasks are not public records, and this is also the
23 case for who might decide a termination that is not happening at this time."

1
2 27. Defendant Chad Hansen's email had the intent and/or effect of chilling Plaintiff's speech
3 based on the content of said speech.

4
5 28. Defendants' February 22, 2024, email would have the effect of chilling the protected
6 speech of any person of ordinary firmness.

7
8 29. Due to Defendant Hansen's February 22, 2024, email, Mr. Iceberg experienced severe
9 aggravation of his disability, in the form of extreme emotional distress including but not limited
10 to suicidal ideation, due to Defendant Hansen threatening Plaintiff with termination of his
11 voucher due solely to Plaintiff's protected speech. Plaintiff has repeatedly informed HASCO that
12 threatening him with homelessness puts Plaintiff at risk of self-harm, including causing Plaintiff
13 to experience and express suicidal ideation. Defendants did not respond, other than to repeatedly
14 castigate Plaintiff for informing Defendants that their acts and omissions cause aggravation of
15 Plaintiff's disability.

16
17 30. Defendants have no training, and have consulted with no qualified professionals, to
18 determine if threatening Plaintiff with homelessness may cause Plaintiff to experience and/or
19 express suicidal ideation and or engage in self-harm and/or suicidal ideation. Defendants are
20 deliberately indifferent that their acts and omissions, including repeatedly threatening Plaintiff
21 with termination of his voucher, may cause him to harm or kill himself due to disability.

1 31. Mr. Iceberg subsequently composed and filed a 42 U.S.C. §1983 complaint in King
2 County Superior Court against Chad Hansen. However, the filing was ultimately rejected due to
3 technicality, and Mr. Iceberg was unable to locate Mr. Hansen for purposes of serving Mr.
4 Hansen. Plaintiff ultimately decided not to file said complaint because Mr. Iceberg was
5 concerned that taxpayer funds would be wasted by HASCO in defending Mr. Hansen.
6

7 32. Fast forward to January 10, 2025. Plaintiff's landlord informs Plaintiff that his lease
8 would not be renewed.
9

10 33. Between January 10, 2025, and January 22, 2025, Plaintiff requested reasonable
11 accommodations, and indicated to HASCO repeatedly his precarious state of health due to the
12 stress of having to move, and experiencing perceived disability discrimination in his attempt at
13 applying at the Ebey Arms apartments, owned by HASCO, all of which were ignored.
14

15 34. Between January 10, 2025, and January 22, 2025, Plaintiff sent many emails criticizing
16 HASCO and using profanity, including Defendant Distelhorst, which Plaintiff called: "a piece of
17 shit".
18

19 35. Between January 10, 2025, and January 22, 2025, Plaintiff called a HASCO employee
20 and left a message.
21
22
23

1 36. Between January 10, 2025, and January 22, 2025, Plaintiff indicated his intent to file
2 lawsuits regarding matters of public concern, including the first amendment, disability
3 discrimination, and source of income discrimination.
4

5 37. On January 22, 2025, Defendant Hansen sent Plaintiff an anonymous and vague email
6 threatening Plaintiff with the termination of his voucher:
7 "HASCO has received the many communications you have sent over the last 24 hours. This
8 includes voicemails left on the personal cell phone of HASCO's Chief Operating Officer at 1:00
9 am, a voicemail sent to the business phone unaffiliated with HASCO of a member of HASCO's
10 Board of Commissioners, and emails sent to the private email address of the same board
11 member. Among these many communications, you use profanity, threaten legal action, sent a link
12 to a song with lyrics about burning down a house with gasoline, and threaten to commit suicide
13 in your apartment if your current landlords move to evict you. This behavior is completely
14 inappropriate and a violation of the terms of the family obligations you agree to each year as a
15 condition of your continued voucher eligibility which states "All family members will refrain
16 from engaging in or threatening any abusive or violent behavior or language toward HASCO
17 staff." Going forward, you are to address any communications about your voucher only to
18 housing@hasco.org or by calling the main office line at (425) 290-8499. You are not to contact
19 HASCO staff or board members on personal accounts or personal phone numbers. Such behavior
20 is an attempt to harass, intimidate, and annoy. Further behavior of this nature may result in
21 adverse actions such as termination of your voucher, or anti-harassment orders to protect the staff
22 and board members who receive your abusive communications.
23

1 If you need a reasonable accommodation to assist you with communicating appropriately with
2 HASCO staff, you can use the help of a support person to help you craft appropriate
3 communications, or another accommodation can be explored to help ensure that your
4 communications are appropriate. An accommodation that allows you to continue to abuse,
5 threaten, harass, annoy, or swear at HASCO staff and board members will not be approved, as
6 the stress caused by such behavior creates a direct threat to the health and safety of the HASCO
7 staff that receive your communications. HASCO has seen your complaint about the third-party
8 management company that operates the Ebey Arms property and will reach out to the property
9 staff about how they review applications and make accommodations. However, please be aware
10 that HASCO will similarly not permit abusive behavior towards our contractors. To reiterate, the
11 contents and methods of your communications over the past 24 hours are both alarming and
12 inappropriate. Continued threatening and abusive communications could lead to termination of
13 your voucher based on the terms of the family obligations form that you sign each year.
14 Additional threatening and abusive communications will not be tolerated.”
15

16 38. Plaintiff was confused by Defendant Hansen’s January 22, 2025, letter threatening
17 termination of his voucher. Mr. Iceberg was confused by Defendant Hansen’s reference to what
18 Mr. Iceberg believes to be clearly protected activity under the First Amendment as a justification
19 for terminating Plaintiff’s voucher. Mr. Iceberg was also confused as to the seemingly circular
20 logic and vague terminology Defendant Hansen references.
21

22 39. Between January 22, 2025, and January 27, 2025, Defendant Distelhorst, and Defendant
23 Hansen had multiple meetings and communications where it was decided that Mr. Iceberg’s

1 voucher would be terminated, substantially motivated, if not entirely motivated, by Mr. Iceberg's
2 protected activity under the First Amendment.

3
4 40. On January 27, 2025, without giving Mr. Iceberg any chance to comply with his vague
5 and confusing January 22, 2025 notice, and without stating any specific facts as to why
6 Plaintiff's voucher was being terminated, Defendant Hansen sent Plaintiff the following email:

7 "This is your notification that the Housing Authority of Snohomish County has come to a
8 determination that we have sufficient grounds for the termination of your Section 8, Housing
9 Choice Voucher assistance, which will be effective on March 31, 2025 The reason(s) for the
10 decision to terminate assistance follow:

11 Other Family Obligations

12 o You have violated the family obligations for participation in the program, which prohibits
13 abusive and violent behavior. The Family Obligations form you signed and agreed to states, "All
14 family members will refrain from engaging in or threatening any abusive or violent behavior or
15 language toward HASCO staff."

16 Rule violated: 24 CFR 982.552(c), 24 CFR 5.2005(c); Admin Plan Chapter 12-.E. Mandalay
17 Policies and other Authorized Terminations

18 A family member has engaged in or threatened violent or abusive behavior toward HASCO
19 personnel.

20 o Abusive or violent behavior towards HASCO personnel includes verbal as well as physical
21 abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily
22 used to intimidate may be considered abusive or violent behavior.

1 o Threatening refers to oral or written threats or physical gestures that communicate intent to
2 abuse or commit violence.”

3
4 41. Plaintiff never engaged in or threatened violent or abusive behavior toward HASCO
5 personnel.

6
7 42. Plaintiff is unsure and is confused as to what “abusive behavior” might entail.

8
9 43. Defendants’ January 27, 2025 confusing and vague termination letter does not state any
10 facts regarding what Mr. Iceberg did or did not do which caused HASCO to terminate his
11 voucher. The notice simply recites the regulation.

12
13 44. After requesting an informal hearing to contest the termination of his voucher, between
14 January 27, 2025, and April 4, 2025, Plaintiff repeatedly informed Defendant Hansen that
15 Plaintiff would need to cross-examine adverse witnesses, such as Mr. Distelhorst, Mr.
16 Distelhorst’s neighbor, at any voucher termination informal hearing.

17
18 45. Mr. Iceberg repeatedly informed the hearing officer during the April 4, 2025, informal
19 hearing that failure to allow Mr. Iceberg to cross examine adverse witnesses was a gross
20 violation of his right to procedural due process. However, Mr. Iceberg was given no opportunity
21 to cross examine adverse witnesses, and Defendant Hansen, acting as both witness and advocate,
22 gave a vague retelling of what he thinks the adverse witnesses may have experienced and or
23 testified. For example, when asked what Mr. Iceberg did to Mr. Distelhorst to warrant

1 termination of Mr. Iceberg's voucher, Defendant Hansen stated: "My understanding is that I
2 think you probably contacted him or his neighbor, maybe three or four times, I think you emailed
3 him maybe twice, I'm not sure of that exact number. You left a voicemail for him, maybe"

4
5 46. HASCO has a policy and practice, created, implemented, and executed, by Defendant
6 Hansen, that HASCO's administrative plan, HASCO's promulgated "family obligations", and 24
7 CFR 982.552(c), override the First Amendment, because voucher holders "sign a contract", as
8 Defendant Hansen stated in the April 4th, 2025, informal hearing. Defendant's Hansen's
9 statement further demonstrates HASCO's policy and practice: "I can tell you that regardless of
10 the First Amendment, when you agree to participate in HASCO's voucher program, you sign an
11 agreement." This demonstrates Defendant Hansen, who is a policy maker at HASCO, and
12 HASCO at large, simply do not regard the First Amendment.

13
14 47. Defendant Hansen had this to say at the April 4, 2025, informal hearing:
15 "Mr. Iceberg's application to Ebey Arms was denied. And Mr. Iceberg's response to this denial
16 included sending multiple communications to individuals affiliated with HASCO that contain
17 profanity and threats of self-harm, tracking down the private emails and phone numbers of
18 HASCO's COO, Janessa Store, Luke Distelhorst, and most egregiously, the cell phone of one of
19 Mr. Distelhorst's neighbors, who is not affiliated with HASCO in any way.
20 Mr. Iceberg called Ms. Storey, the COO, her personal cell phone in the 1 a.m. following his
21 denial, and he texted Mr. Distelhorst's neighbor at 2:30 in the morning that same evening, posing
22 as another neighbor to claim that Mr. Distelhorst is a pedophile. Because it took a day or so to
23

1 learn about the text to Mr. Distelhorst's neighbor. the response that HASCO sent the following
2 day considered all of the other communications other than that text.

3 And so HASCO sent an email to Mr. Iceberg, that's Exhibit K in the hearing packet, warning Mr.
4 Iceberg that his behavior violated the program's family obligations to refrain from abusive
5 behavior. Warning him that additional abusive behavior would lead to his voucher's termination,
6 directing him to only communicate appropriately with HASCO staff going forward

7 There's many such examples over the course of Mr. Iceberg's time as a voucher recipient where
8 he's communicated his belief that he has an unrestricted right to communicate with HASCO
9 employees using any language or behavior that he sees fit considering it his protected activity.

10 He doubles down on that statement a lot, while also claiming that any denial of his request or any
11 other inconvenience to him in the administration of his voucher is either discrimination against
12 him or retaliation for what he considers protected activity. This includes a previous attempt to
13 file a lawsuit against me over a year ago for telling him not to use the F word in communications
14 with HASCO staff."

15
16
17 V. CLAIMS FOR RELIEF

18 FIRST CLAIM FOR RELIEF: First Amendment – 42 U.S.C. § 1983 - February 22, 2024 letter
19

20 48. Plaintiff realleges and incorporates by reference the allegations in each of the
21 preceding paragraphs.
22
23

1 49. Defendant Chad Hansen's February 22, 2024, email had the intent and/or effect of
2 chilling Plaintiff's protected speech under the First Amendment, including chilling Plaintiff's
3 clearly established protected activity of using profanity in communications with government
4 employees.

5
6 50. Defendant Chad Hansen's February 22, 2024, email would chill the protected activity of
7 any person of ordinary firmness. This is because threatening a disabled low-income person with
8 homelessness is outrageous, and would cause any person of ordinary firmness to experience
9 extreme fear, which would naturally cause them to self-police and cease to engage in protected
10 activity.

11
12 51. Mr. Iceberg has a protected property interest in maintaining his housing voucher.

13
14 52. HASCO has a formal policy and/or practice of threatening to terminate the vouchers of
15 recipients who engage in constitutionally protected activity, such as private citizens using
16 profanity directed at HASCO employees, in order to chill such protected activity.

17
18 53. HASCO has a formal policy and/or practice that HASCO's policies and practices preempt
19 the First Amendment, and Fourteenth Amendment. These policies and practices were
20 promulgated by, and implemented by, Defendant Hansen, an actual attorney.

1 54. An actual attorney stating that HASCO's policies and practices trump the constitution
2 demonstrates HASCO's contempt and deliberate indifference for federal law, and Plaintiff's
3 rights under federal law.

4
5 55. Defendant Hansen has been scheming to terminate Plaintiff's Section 8 voucher since at
6 least February 2024, solely motivated by Mr. Iceberg using profanity, in this case, the F-word, as
7 Defendant Hansen puts it, when communicating with HASCO staff. And again, this is an actual
8 attorney, who went to a real law school. This demonstrates his deliberate indifference to Mr.
9 Iceberg's federal rights. He knows what the law requires. He simply does not care, because he
10 believes he will get away with violating Mr. Iceberg's rights. This is clearly evident by his
11 testimony at the April 4, 2025, informal hearing.

12
13 56. Defendant Hansen is an individual at HASCO with policymaking authority.

14
15 57. Defendant Hansen made a decision in his official capacity to threaten to terminate
16 Plaintiff's section 8 voucher via his February 22, 2024 email, in order to chill Plaintiff's
17 protected speech, including Plaintiff using profanity, including but not limited to "the F-word" in
18 communications with HASCO employees.

19
20 58. Defendant Hansen's official decision to send Plaintiff the February 22, 2024 email caused
21 Plaintiff constitutional injury in the form of chilling Plaintiff's protected speech, causing Plaintiff
22 to fear his voucher would be terminated and that he would be homeless while immune
23 compromised.

1
2 59. Defendants' failures to comply with the United States Constitution were actions taken
3 under color of state law and deprived Mr. Iceberg of his federal rights in violation of 42 U.S.C. §
4 1983.

5
6 60. Defendants' failures to comply with the United States Constitution were taken due to
7 Defendants' deliberate indifference to Plaintiff's constitutional and federal rights. Defendant
8 Hansen is an attorney, and is well aware that his acts and omissions as alleged here violate the
9 constitution. He simply does not care. This is very clear from his testimony during the April 4,
10 2025, informal hearing.

11
12 61. HASCO, and all real defendants, are "persons" and acted under color of state law when
13 they decided to chill Plaintiff's protected activity by threatening him with termination of his
14 voucher and threatened him with homelessness.

15
16 SECOND CLAIM FOR RELIEF: First Amendment – 42 U.S.C. § 1983 - January 22, 2025, letter

17
18 62. Plaintiff realleges and incorporates by reference the allegations in each of the preceding
19 paragraphs.

20
21 63. Mr. Iceberg has a protected property interest in maintaining his housing voucher
22
23

64. Defendant Chad Hansen's February 22, 2024 letter, threatening Plaintiff with termination of his section 8 voucher, has the intent and/or effect of chilling Plaintiff's protected speech under the First Amendment, including chilling Plaintiff's protected activity of using profanity in email with government employees.

65. HASCO has an admitted pattern, practice, custom, and/or informal policy of threatening to terminate section 8 recipient's voucher's as retaliation for section 8 recipients engaging in protected activity under the First Amendment, such as using profanity, threatening to petition and protest, and/or associating with neighbors of HASCO employees freely. This is because the individuals who craft and implement HASCO's policies, including Defendant Hansen, have stated that HASCO's policies and practices preempt the constitution.

66. HASCO'S widespread recurring practice of threatening to terminate section 8 recipient's vouchers to chill section 8 recipients' speech is so permanent and well settled as to constitute formal policy.

67. Adhering to HASCO's practice of threatening to terminate section 8 voucher recipient's vouchers to chill protected activity under the First Amendment is what caused Defendants' to constitutionally injure Plaintiff in the form of chilling Plaintiff's speech by threatening to terminate his voucher substantially, if not entirely, motivated by Plaintiff's protected activity under the First Amendment, such as calling HASCO employees "a piece of shit", emailing HASCO employees, calling HASCO employees, criticizing HASCO for charging \$60 application fees at the Ebay Arms apartment, telling HASCO employees they are the reason so

1 many homeless people exist, indicating his intent to file lawsuits related to matters of public
2 concern, including disability discrimination, the First Amendment, and source of income
3 discrimination, indicating his intent to protest on the public right of way in from of HASCO
4 employee's homes, and freely associating with and communicating with neighbors of HASCO
5 employees.

6
7 68. Defendant Hansen is an individual at HASCO with policymaking authority.
8

9 69. Defendant Hansen made a decision in his official capacity to threaten to terminate
10 Plaintiff's section 8 voucher via his January 22, 2025 email, in order to chill Plaintiff's protected
11 speech, by again threatening to terminate his voucher, substantially, if not entirely, motivated by
12 Plaintiff's protected activity under the First Amendment, such as calling HASCO employees "a
13 piece of shit", emailing HASCO employees, calling HASCO employees, criticizing HASCO for
14 charging \$60 application fees at the Ebey Arms apartment, telling HASCO employees they are
15 the reason so many homeless people exist, indicating his intent to file lawsuits related to matters
16 of public concern, including disability discrimination, the First Amendment, and source of
17 income discrimination, indicating his intent to protest on the public right of way in from of
18 HASCO employee's homes, and freely associating with and communicating with neighbors of
19 HASCO employees.
20

21 70. Defendant Hansen's official decision to send Plaintiff the January 22, 2025 email caused
22 Plaintiff constitutional injury in the form of chilling Plaintiff's protected speech, causing Plaintiff
23

1 to fear his voucher would be terminated, and that he would be homeless while immune
2 compromised.

3
4 71. Defendants' failures to comply with the United States Constitution were actions taken
5 under color of state law and deprived Mr. Iceberg of his federal rights in violation of 42 U.S.C. §
6 1983.

7
8 72. Defendants' failures to comply with the United States Constitution were taken due to
9 Defendants' deliberate indifference to Plaintiff's constitutional and federal rights. Defendant
10 Hansen is an attorney, and is well aware that his acts and omissions as alleged here violate the
11 constitution. He simply does not care. This is very clear from his testimony during the April 4,
12 2025, informal hearing.

13
14 73. HASCO, and all real defendants, are "persons" and acted under color of state law when
15 they decided to chill Plaintiff's protected activity by threatening him with termination of his
16 voucher and threatened him with homelessness.

17
18 THIRD CLAIM FOR RELIEF: First Amendment – 42 U.S.C. § 1983- January 27, 2025 letter
19

20 74. Plaintiff realleges and incorporates by reference the allegations in each of the preceding
21 paragraphs.

1 75. HASCO, and all real defendants, are “persons” and acted under color of state law when
2 they chilled Plaintiff’s protected activity under the First Amendment.

3
4 76. Mr. Iceberg has a protected property interest in maintaining his housing voucher.

5
6 77. Defendant Chad Hansen’s January 27, 2025 email, terminating Plaintiff’s voucher, was
7 an act of pure retaliation, substantially, if not entirely, motivated by Mr. Iceberg’s protected
8 activity under the First Amendment, such as calling HASCO employees “a piece of shit”,
9 emailing HASCO employees, calling HASCO employees, criticizing HASCO for charging \$60
10 application fees at the Ebey Arms apartment, telling HASCO employees they are the reason so
11 many homeless people exist, indicating his intent to file lawsuits related to matters of public
12 concern, including disability discrimination, the First Amendment, and source of income
13 discrimination, indicating his intent to protest on the public right of way in front of HASCO
14 employee’s homes, and freely associating with and communicating with neighbors of HASCO
15 employees.

16
17 78. HASCO has an admitted pattern, practice, custom, and/or informal policy of terminating
18 section 8 recipient’s vouchers as retaliation for section 8 recipients engaging in protected activity
19 under the First Amendment, such as using profanity, threatening to petition and protest, and/or
20 associating with neighbors of HASCO employees freely. This is because the individuals who
21 craft and implement HASCO’s policies, including Defendant Hansen, have stated that HASCO’s
22 policies and practices preempt the constitution.

1 79. HASCO'S widespread recurring practice of terminating section 8 recipient's vouchers to
2 retaliate against section 8 recipients' speech is so permanent and well settled as to constitute
3 formal policy.

4
5 80. Adhering to HASCO's practice of threatening to terminate section 8 voucher recipient's
6 vouchers to chill protected activity under the First Amendment is what caused Defendants' to
7 constitutionally injure Plaintiff in the form of retaliating against Plaintiff for his speech by
8 terminating his voucher, substantially, if not entirely, motivated by Plaintiff's protected activity
9 under the First Amendment, such as calling HASCO employees "a piece of shit", emailing
10 HASCO employees, calling HASCO employees, criticizing HASCO for charging \$60
11 application fees at the Ebey Arms apartment, telling HASCO employees they are the reason so
12 many homeless people exist, indicating his intent to file lawsuits related to matters of public
13 concern, including disability discrimination, the First Amendment, and source of income
14 discrimination, indicating his intent to protest on the public right of way in front of HASCO
15 employee's homes, and freely associating with and communicating with neighbors of HASCO
16 employees.

17
18 81. Defendant Hansen is an individual at HASCO with policymaking authority.

19
20 82. Defendant Hansen made a decision in his official capacity to terminate Plaintiff's section
21 8 voucher via his January 27, 2025 email, in order to retaliate against Plaintiff for his protected
22 speech, substantially, if not entirely, motivated by Plaintiff's protected activity under the First
23 Amendment, such as calling HASCO employees "a piece of shit", emailing HASCO employees,

1 calling HASCO employees, criticizing HASCO for charging \$60 application fees at the Ebey
2 Arms apartment, telling HASCO employees they are the reason so many homeless people exist,
3 indicating his intent to file lawsuits related to matters of public concern, including disability
4 discrimination, the First Amendment, and source of income discrimination, indicating his intent
5 to protest on the public right of way in from of HASCO employee's homes, and freely
6 associating with and communicating with neighbors of HASCO employees.

7
8 83. Defendant Hansen's official decision to send Plaintiff the January 27, 2025 email caused
9 Plaintiff constitutional injury in the form of retaliating against Plaintiff, substantially motivated
10 by Plaintiff's protected activity under the First Amendment, and causing Plaintiff to become
11 homeless while mentally ill and immune compromised with ulcerative colitis. Mr. Iceberg now
12 lacks access to basic sanitation, and is often forced to defecate in a bucket, and or in public. Mr.
13 Iceberg is now unable to access medical care he was able to previously access when housed, such
14 as procedures which require him to be anesthetized, such as routine colonoscopies, and other
15 medical procedures. Mr. Iceberg is also unable to take many medications he has taken, and might
16 be prescribed, in order to treat his chronic and acute mental health afflictions.

17
18 84. Defendant Hansen, and HASCO, are well aware that causing Plaintiff to become
19 homeless would severely aggravate Plaintiff's disability, including, but not limited to, causing
20 Plaintiff to experience suicidal ideation. Defendants simply do not care that causing Plaintiff to
21 be chronically homeless may lead Plaintiff to commit suicide.

1 85. Defendants' failures to comply with the United States Constitution were actions taken
2 under color of state law and deprived Mr. Iceberg of his federal rights in violation of 42 U.S.C. §
3 1983.

4
5 86. Defendants' failures to comply with the United States Constitution were taken due to
6 Defendants' deliberate indifference to Plaintiff's constitutional and federal rights. Defendant
7 Hansen is an attorney and is well aware that his acts and omissions as alleged here violate the
8 constitution. He simply does not care. This is very clear from his testimony during the April 4,
9 2025, informal hearing.

10
11 87. HASCO, and all real defendants, are "persons" and acted under color of state law when
12 they retaliated against Plaintiff for his protected speech..

13 .

14
15 FOURTH CLAIM FOR RELIEF: Fourteenth Amendment - 42 U.S.C. § 1983 - Violation of
16 Procedural Due Process Rights

17
18 88. Plaintiff realleges and incorporates by reference the allegations in each of the preceding
19 paragraphs.

20
21 89. Mr. Iceberg has a protected property interest in maintaining his housing voucher
22
23

1 90. HASCO failed to give Mr. Iceberg adequate notice, as none of HASCO's notices to
2 Plaintiff contain adequate factual information relating to exactly how Mr. Iceberg violated his
3 "family obligations" and/or CFR.

4
5 91. HASCO failed to allow Mr. Iceberg to cross-examine adverse witnesses at the April 4,
6 2025, informal hearing, despite Mr. Iceberg repeatedly informing Defendant Hansen that he was
7 entitled to cross-examine adverse witnesses per *Goldberg v. Kelly*.

8
9 92. HASCO has an admitted pattern, practice, custom, informal, and/or formal policy, of
10 denying section 8 voucher recipients due process with regard to terminating section 8 recipients'
11 vouchers. This is evident by HASCO's admissions and liability in the matter of *McIntire v.*
12 *HASCO*, where HASCO completely denied Ms. McIntire the opportunity for any hearing before
13 terminating her voucher, as well as evident by Defendant Hansen's direct testimony during the
14 April 4, 2025, informal hearing, where he claims allowing Mr. Iceberg to cross-examine adverse
15 witnesses would constitute "further harassment"

16
17 93. HASCO'S widespread recurring practice of denying section 8 voucher recipient due
18 process is so permanent and well settled as to constitute formal policy.

19
20 94. Adhering to HASCO's practice of denying section 8 voucher recipient's due process is
21 what caused Defendants to constitutionally injure Plaintiff by denying Plaintiff due process with
22 regard to facts contained with HASCO's termination notices, and ability to cross-examine
23 adverse witnesses at the April 4, 2025, informal hearing. This is similar to how HASCO injured

1 Shawna McIntire by denying her due process by refusing to provide her with any hearing before
2 terminating her voucher. HASCO ultimately had to pay Ms. McIntire \$200,000, and reinstate her
3 voucher. HASCO wasted millions of dollars of taxpayer money by violating Ms. McIntire's
4 constitutional rights, and Defendants are more than happy to continue with their practice of
5 ignoring the constitution, including by denying section 8 recipients' due process.

6
7 95. HASCO, and all real defendants, are "persons" and acted under color of state law when
8 they denied Mr. Iceberg's due process rights.

9
10 96. Defendants' failures to comply with the United States Constitution were actions taken
11 under color of state law and deprived Mr. Iceberg of his federal rights in violation of 42 U.S.C. §
12 1983.

13
14 97. Defendants' failures to comply with the United States Constitution were taken due to
15 Defendants; deliberate indifference to Plaintiff's constitutional and federal rights. Defendant
16 Hansen is an attorney and is well aware that his acts and omissions as alleged here violate the
17 constitution. He simply does not care. This is very clear from his testimony during the April 4,
18 2025, informal hearing.

19
20 FIFTH CLAIM FOR RELIEF: First Amendment - 42 U.S.C. § 1983 – Free Association

21
22 98. Plaintiff realleges and incorporates by reference the allegations in each of the preceding
23 paragraphs.

1
2 99. Mr. Iceberg has a protected property interest in maintaining his housing voucher.
3

4 100. Defendant Chad Hansen's started under oath at the April 4, 2025, informal hearing, that
5 Mr. Iceberg voucher was terminated, at least in part, due to Mr. Iceberg contacting a neighbor of
6 Defendant Distelhorst.
7

8 101. HASCO has an admitted pattern, practice, custom, and/or informal policy of terminating
9 section 8 recipient's vouchers as retaliation for section 8 recipients engaging in protected activity
10 under the First Amendment, such as using profanity, threatening to petition and protest, and/or
11 associating with neighbors of HASCO employees freely. This is because the individuals who
12 craft and implement HASCO's policies, including Defendant Hansen, have stated that HASCO's
13 policies and practices preempt the constitution.
14

15 102. HASCO'S widespread recurring practice of terminating section 8 recipient's vouchers to
16 retaliate against section 8 recipients' free association is so permanent and well settled as to
17 constitute formal policy.
18

19 103. Adhering to HASCO's practice of threatening to terminate and/or terminating section 8
20 voucher recipient's vouchers to chill protected activity under the First Amendment is what
21 caused Defendants to constitutionally injure Plaintiff in the form of retaliating against Plaintiff
22 for his speech by terminating his voucher, substantially, if not entirely, motivated by Plaintiff's
23

1 protected activity under the First Amendment, such as freely associating with and
2 communicating with neighbors of HASCO employees.

3
4 104. Defendant Hansen is an individual at HASCO with policymaking authority.

5
6 105. Defendant Hansen made a decision in his official capacity to terminate Plaintiff's section
7 8 voucher via his January 27, 2025 email, in order to retaliate against Plaintiff for his protected
8 activity under the First Amendment, substantially, if not entirely, motivated by Plaintiff's
9 protected activity under the First Amendment, such as freely associating with and
10 communicating with neighbors of HASCO employees for expressive purposes, such as political,
11 religious, or ideological reasons.

12
13 106. Defendant Hansen's official decision to send Plaintiff the January 27, 2025 email caused
14 Plaintiff constitutional injury in the form of retaliating against Plaintiff for his free association,
15 and causing Plaintiff to become homeless while mentally ill and immune compromised with
16 ulcerative colitis. Mr. Iceberg now lacks access to basic sanitation, and is often forced to defecate
17 in a bucket, and or in public. Mr. Iceberg is now unable to access medical care he was able to
18 previously access when housed, such as procedures which require him to be anesthetized, such as
19 routine colonoscopies, and other medical procedures. Mr. Iceberg is also unable to take many
20 medications he has taken, and might be prescribed, in order to treat his chronic and acute mental
21 health afflictions.

1 107. Defendant Hansen, and HASCO, are well aware that causing Plaintiff to become
2 homeless would severely aggravate Plaintiff's disability, including, but not limited to, causing
3 Plaintiff to experience suicidal ideation. Defendants simply do not care that causing Plaintiff to
4 be chronically homeless may lead Plaintiff to commit suicide.

5
6 108. Defendants' failures to comply with the United States Constitution were actions taken
7 under color of state law and deprived Mr. Iceberg of his federal rights in violation of 42 U.S.C. §
8 1983.

9
10 109. Defendants' failures to comply with the United States Constitution were taken due to
11 Defendants' deliberate indifference to Plaintiff's constitutional and federal rights. Defendant
12 Hansen is an attorney and is well aware that his acts and omissions as alleged here violate the
13 constitution. He simply does not care. This is very clear from his testimony during the April 4,
14 2025, informal hearing.

15
16 110. HASCO, and all real defendants, are "persons" and acted under color of state law when
17 they retaliated against Plaintiff for his free association.

18
19
20 VI. REQUEST FOR RELIEF

21
22 Plaintiff requests the following relief:
23

1. Temporary, preliminary, and permanent injunctive relief reinstating Mr. Iceberg's section 8 voucher;

2. For Mr. Iceberg special damages, including the monetary amount of the loss of his voucher through the actuarially determined number of years to which he would have been entitled to receive it, or in the alternative a new voucher and compensation for the lost assistance; for any other special damages to which he may be entitled;

3. Compensatory damages against Defendants for 42 U.S.C. §1983 violations;

4. Punitive damages against Defendants for 42 U.S.C. §1983 violations;

5. Declaratory relief determining HASCO's policies and actions to be in violation of federal law, and,

6. Any other relief to which Plaintiff may be entitled.

DATED this 25th day of May, 2025, at Eastsound, Washington.



Scott Iceberg
Plaintiff
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